

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

CSX TRANSPORTATION, INC.  
500 Water Street  
Jacksonville, Florida 32202

Plaintiff,

v.

JEFFCO LEASING COMPANY, INC.  
1700 Kosciusko Street  
St. Louis, Missouri 63104

Defendant.

**CASE NO.**

**COMPLAINT**

Plaintiff CSX Transportation, Inc. ("CSX") hereby files this Complaint against defendant Jeffco Leasing Company, Inc. ("Jeffco"). In support of its cause of action, CSX avers as follows:

**PARTIES**

1. Plaintiff CSX is a corporation incorporated pursuant to the laws of Virginia and has its principal place of business in Jacksonville, Florida. CSX operates as an interstate rail carrier subject to the jurisdiction of the U.S. Surface Transportation Board, and is governed by the provisions of the Interstate Commerce Act, 49 U.S.C. § 10101, *et seq.*

2. Defendant Jeffco is a corporation organized pursuant to the laws of the state of Missouri, with its principal place of business in St. Louis, Missouri.

### **JURISDICTION**

3. Jurisdiction in this matter is based upon 28 U.S.C. § 1337, inasmuch as this is a cause of action arising under the Interstate Commerce Act, 49 U.S.C. § 10101, *et seq.*

### **VENUE**

4. Venue is proper in the United States District Court for the Eastern District of Missouri pursuant to 28 U.S.C. § 1391(b) because Jeffco conducts business within this district, and because a substantial part of the events giving rise to this cause of action occurred in this district.

### **COUNT ONE**

#### **Failure to Pay Rail Common Carrier Freight Charges**

5. CSX hereby incorporates the preceding paragraphs as if set forth fully at length herein.

6. The subject matter of this action stems from freight charges assessed pursuant to applicable tariff rates governing the common carriage of freight by CSX, an interstate rail carrier, as mandated by 49 U.S.C. § 11101, as well as other related charges, subject to the jurisdiction of the U.S. Transportation Board.

7. Jeffco entered into an agreement with CSX to transport freight via interstate rail.

8. Beginning in November 2012, and continuing through January 2013, CSX transported freight via interstate rail at the request of Jeffco pursuant to the agreement.

9. CSX presented Jeffco with freight bills for said freight movements and demanded payment of freight charges in accordance with the rates set forth in the controlling tariffs and bills of lading.

10. Jeffco incurred a total of \$31,181.00 in rail freight charges, and related charges, all of which remain due and owing to CSX for the interstate transportation of freight by rail on behalf of Jeffco.

11. Despite demand, Jeffco has refused to make payment of said charges to CSX.

**WHEREFORE**, CSX Transportation, Inc. respectfully demands that judgment be entered in its favor and against defendant, Jeffco Leasing Company, Inc., in the amount of \$31,181.00 for outstanding freight and related charges, together with costs, prejudgment interest, attorneys' fees, and such other relief as the Court may allow.

Dated: May 3, 2013

Respectfully submitted,

By: \_\_\_\_\_

Randall E. Gusdorf, Esq. #33305  
Gusdorf Law Firm, LLC  
225 S. Meramec Ave., Ste. 1220  
St. Louis, MO 63105  
(314) 721-3230 / Fax (314) 721-4113  
[rgusdorf@attystl.com](mailto:rgusdorf@attystl.com)  
Our file no. 44498

*Attorneys for Plaintiff  
CSX Transportation, Inc.*

**OF COUNSEL**

Paul D. Keenan

**KEENAN COHEN & HOWARD P.C.**

One Pitcairn Place

165 Township Line Road, Suite 2400

Jenkintown, PA 19046

Telephone: (215) 609-1110

Facsimile: (215) 609-1117